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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHINA CENTRAL TELEVISION, a China  
company; CHINA INTERNATIONAL  
COMMUNICATIONS CO., LTD., a China  
company; TVB HOLDINGS (USA), INC., a  
California corporation; and DISH  
NETWORK L.L.C., a Colorado corporation,  
Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)  
LIMITED, a Hong Kong company; HUA  
YANG INTERNATIONAL TECHNOLOGY  
LIMITED, a Hong Kong company;  
SHENZHEN GREATVISION NETWORK  
TECHNOLOGY CO. LTD., a China  
company; CLUB TVPAD, INC., a California  
corporation; BENNETT WONG, an  
individual, ASHA MEDIA GROUP INC.  
d/b/a TVPAD.COM, a Florida corporation;  
AMIT BHALLA, an individual;  
NEWTVPAD LTD. COMPANY d/b/a  
NEWTVPAD.COM a/k/a TVPAD USA, a  
Texas corporation; LIANGZHONG ZHOU,  
an individual; HONGHUI CHEN d/b/a E-  
DIGITAL, an individual; JOHN DOE 1 d/b/a  
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN  
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;  
JOHN DOE 5 d/b/a GANG YUE; JOHN  
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7  
d/b/a GANG TAI WU XIA; and JOHN DOES  
8-10,

Defendants.

Case No.  
**CV 15-1869 MMM (AJWx)**

**PLAINTIFFS' NOTICE OF  
LODGING OF PROPOSED  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND  
PROPOSED ORDER  
GRANTING PRELIMINARY  
INJUNCTION IN SUPPORT  
OF MOTION FOR  
PRELIMINARY INJUNCTION**

Hearing: June 8, 2015

Time: 10:30 a.m.

Courtroom: 780

Judge: Hon. Margaret M.  
Morrow

Complaint Filed: March 13, 2015

1 In accordance with the Court's Order dated May 28, 2015, Document No. 86,  
2 Plaintiffs China Central Television, China International Communications Co., Ltd.,  
3 TVB Holdings (USA), Inc., and DISH Network L.L.C. (collectively, "Plaintiffs")  
4 respectfully submit a [Proposed] Findings of Fact and Conclusions of Law, attached  
5 hereto as **Exhibit 1**, and a [Proposed] Order Granting Preliminary Injunction,  
6 attached hereto as **Exhibit 2**.

7  
8 DATED: June 1, 2015

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14 Carla A. McCauley

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17 CHINA CENTRAL TELEVISION; CHINA  
18 INTERNATIONAL COMMUNICATIONS CO.,  
19 LTD.; TVB HOLDINGS (USA), INC.; AND  
20 DISH NETWORK L.L.C.  
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## **EXHIBIT 1**

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vs.

CREATE NEW TECHNOLOGY (HK)  
LIMITED, a Hong Kong company; HUA  
YANG INTERNATIONAL TECHNOLOGY  
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SHENZHEN GREATVISION NETWORK  
TECHNOLOGY CO. LTD., a China  
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corporation; BENNETT WONG, an  
individual, ASHA MEDIA GROUP INC.  
d/b/a TVPAD.COM, a Florida corporation;  
AMIT BHALLA, an individual;  
NEWTVPAD LTD. COMPANY d/b/a  
NEWTVPAD.COM a/k/a TVPAD USA, a  
Texas corporation; LIANGZHONG ZHOU,  
an individual; HONGHUI CHEN d/b/a E-  
DIGITAL, an individual; JOHN DOE 1 d/b/a  
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN  
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;  
JOHN DOE 5 d/b/a GANG YUE; JOHN  
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7  
d/b/a GANG TAI WU XIA; and JOHN DOES  
8-10,

Defendants.

Case No.  
**CV 15-1869 MMM (AJWx)**

**[PROPOSED] FINDINGS OF  
FACT AND CONCLUSIONS  
OF LAW IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION  
AND EXHIBIT A THERETO**

Hearing: June 8, 2015  
Time: 10:00 a.m.  
Courtroom: 780  
Judge: Hon. Margaret M.  
Morrow

Complaint Filed: March 13, 2015

This matter came on before the Court on June 8, 2015 on a motion for a preliminary injunction filed by Plaintiffs China Central Television, China International Communications Co., Ltd., TVB Holdings (USA), Inc., and DISH Network L.L.C. (collectively, “Plaintiffs”). Pursuant to Local Rule 7-9, any opposition to Plaintiffs’ motion must be filed and served not later than May 18, 2015. No oppositions were timely filed, nor has any been filed since that time. Having considered the submissions of in support of Plaintiffs’ Motion for Preliminary Injunction, the Memorandum of Points and Authorities in Support of the Motion, and the declarations, exhibits, and reply papers in support thereof, and good cause appearing, the Court makes the following findings of fact and conclusions of law:

**A. FINDINGS OF FACT**

1. CCTV and TVB are television broadcasters in mainland China and Hong Kong, respectively. Through affiliates, CCTV and TVB license copyrighted television programming for retransmission in the U.S. via authorized satellite, cable, and other television service providers (the “Authorized U.S. Providers”). Declaration of Samuel P. Tsang (“Tsang Decl.”) ¶¶ 3-4, 11; Declaration of Chunguang Lu (“Lu Decl.”) ¶¶ 3-5, 9.

2. Plaintiff China International Communications Co., Ltd. (“CICC”), a CCTV affiliate, licenses Authorized U.S. Providers to broadcast CCTV’s “Great Wall” package of channels to paying U.S. subscribers. Although CICC licenses certain rights, CCTV retains and owns the exclusive right to transmit CCTV programming in the U.S. over the Internet. Lu Decl. ¶¶ 5, 10-11.

3. Plaintiff TVB Holdings (USA), Inc. (“TVB (USA)”), a wholly owned indirect subsidiary of TVB, distributes and licenses TVB programming in the U.S. Although it licenses certain rights, TVB (USA) retains and owns the exclusive right to transmit TVB programming in the U.S. via Internet Protocol Television (IPTV) and via Over-the-Top (OTT) in video-on-demand format. Tsang Decl. ¶¶ 3-4, 9, 11.

4. “IPTV” refers to electronic delivery of video programming via Internet protocol over a service provider’s own infrastructure (e.g., AT&T’s U-verse). “Over-the-Top” or “OTT” refers to the delivery of video programming using an Internet connection that is not owned, managed, or operated by the party delivering the programming (e.g., Netflix). Tsang Decl. ¶ 9.

5. Plaintiff DISH Network L.L.C. (“DISH”) delivers television services to subscribers through both satellite and Internet platforms. Through licensing agreements, DISH owns the exclusive rights to transmit in the United States certain CCTV and TVB programming via satellite and certain TVB programming via OTT, except in video-on-demand format. Declaration of Christopher Kuelling (“Kuelling Decl.”) ¶¶ 5-6, 9; Lu Decl. ¶¶ 12-13; Tsang Decl. ¶ 12.

6. Defendant CNT is a Hong Kong company that manufactures the TVpad device. Declaration of Christopher Weil (“Weil Decl.”) ¶ 9. The TVpad is a set-top box that delivers streaming television programming from Asia to U.S. customers over the Internet without customers paying subscription fees to an authorized provider. *Id.* ¶ 16.

7. CNT offers TVpads for sale to U.S. consumers (including in this District) through its website, [www.itvpad.com](http://www.itvpad.com), and through distributors in the United States. *Id.* ¶¶ 10-13, 64-71. CNT sells its latest model, the TVpad4, at retail for \$299. *Id.* ¶ 13, Ex. 4.

8. TVpad users in the U.S. access pirated CCTV and TVB television programming through apps (the “Infringing TVpad Apps”) they download for free from the “TVpad Store,” a primary feature of each TVpad device. Weil Decl. ¶ 26; Declaration of Nicholas Braak (“Braak Decl.”) ¶¶ 8, 14-16.

9. Plaintiffs’ investigators have identified 15 Infringing TVpad Apps available through the TVpad Store. Braak Decl. ¶ 16. The 15 Infringing TVpad Apps are identified in the chart attached hereto as **Exhibit A**. These Infringing TVpad Apps provide CCTV and TVB programming in four modes: “live” streaming,

1 “time-shifted” streaming, and two forms of video-on-demand streaming. Braak Decl.  
2 ¶¶ 17, 52; Tsang Decl. ¶ 22.

3 10. In late 2014, Plaintiffs’ investigator observed and recorded 30 CCTV  
4 television episodes and 23 TVB television episodes streamed through Infringing  
5 TVpad Apps on the TVpad device. Braak Decl. ¶¶ 74-75. Also, a TVB (USA)  
6 executive observed and recorded portions of an additional 406 TVB episodes  
7 streamed through Infringing TVpad Apps in video-on-demand mode. Tsang Decl. ¶  
8 27. All of these episodes (the “Registered Programs”) are registered with the U.S.  
9 Copyright Office. Braak Decl. ¶ 75; Tsang Decl. ¶ 25, Ex. 92; Lu Decl. ¶25, Ex. 94.  
10 Plaintiffs have not granted anyone a license to stream the Registered Programs over  
11 the internet into the United States through the Infringing TVpad Apps. Braak Decl.  
12 ¶¶ 74-76; Tsang Decl. ¶¶ 23, 25-27; Lu Decl. ¶ 23, 25; Kuelling Decl. ¶ 14.

13 11. Before accessing the TVpad Store, users must accept CNT’s mandatory  
14 terms of service, which reserve to CNT the right to “filter, modify, refuse or delete  
15 any or all software applications in the TVpad Store,” and to “suspend, remove, or  
16 disable access to any Products, content, or other materials accessible through the  
17 TVpad Store.” Braak Decl. ¶¶ 29-30, Ex. 47 (¶¶ 3.8 and 3.10).

18 12. CNT solicits new apps for the TVpad Store, announces the release of  
19 new apps, sells different “editions” of its TVpad4 device with unique app collections,  
20 and touts that it “has strictly controlled and managed the way to upload apps on  
21 TVpad Store[.]” Weil Decl. ¶ 18, 25, 36, Exs. 7, 9-12, 18; Declaration of George P.  
22 Wukoson Decl. ¶ 2, Ex. 104, p.4.

23 13. Plaintiffs’ investigator performed forensic analysis of the TVpad device  
24 and determined that Infringing TVpad Apps in “live” mode stream CCTV and TVB  
25 programming through a peer-to-peer network, in which each TVpad user streams  
26 video content to large numbers of other users worldwide. Braak Decl. ¶¶ 10(a), 53-  
27 56, Ex. 45. That is, each TVpad user not only receives live CCTV and TVB  
28 broadcasts, but also simultaneously retransmits those broadcasts to many other



1 TVpad users in the U.S. and abroad. CNT's website publicly touts the benefits of  
 2 TVpad's peer-to-peer streaming. Weil Decl. ¶ 19, Ex. 9, p.1.

3 14. For the peer-to-peer network to function, someone must capture CCTV  
 4 and TVB broadcasts signals in Asia, convert them into digital data, and stream that  
 5 data to TVpad users in the peer-to-peer network. Braak Decl. ¶¶ 17, 56. The  
 6 individuals and/or entities responsible for these activities are referred to below as  
 7 "App Infringers".

8 15. Plaintiffs' investigator has also determined that Infringing TVpad Apps  
 9 in "video-on-demand" modes stream CCTV and TVB programs to TVpad users  
 10 directly from servers in the U.S., including servers in Los Angeles. Braak Decl. ¶¶  
 11 10(b), (d), 60-62, Ex. 45.

12 16. Data packets received from these servers indicate that recorded video  
 13 files reside on the servers. *Id.* ¶ 62, Ex. 45. That is, individuals or entities who pirate  
 14 CCTV and TVB programs from Asia illegally make copies of those programs and  
 15 stream those copies from servers located in the U.S. *Id.*

16 17. Forensic analysis has demonstrated that Infringing TVpad Apps in time-  
 17 shift mode stream CCTV and TVB programming through both the peer-to-peer  
 18 network and directly from servers in China. Braak Decl. ¶¶ 10(c), 63.

19 18. CNT aggressively promotes its pirate television service, the Infringing  
 20 TVpad Apps, and the availability of CCTV and TVB programming on the TVpad  
 21 device, in some cases even falsely stating that such content is authorized. Weil Decl.  
 22 ¶¶ 28-50, Exs. 8, 13-29. CNT solicits new distributors by claiming "[e]xclusive &  
 23 authorized live content from mainland China/HK/Taiwan" alongside CCTV and  
 24 TVB logos. *Id.* ¶ 33, Ex. 15. CNT's website boasts that the TVpad delivers "massive  
 25 contents from China, Taiwan and HK." Weil Decl. ¶ 29, Ex. 8.

26 19. CNT places in the user interface of the TVpad device prominent banner  
 27 advertisements for Infringing TVpad Apps that stream CCTV and TVB programs.  
 28 CNT also uses suggestive categories like "Live TV," "VOD," and "TV Dramas" in



1 its TVpad Store to make it easy for users to locate and download Infringing TVpad  
2 Apps. Braak Decl. ¶¶ 31-36, 38-41, 46-50, Exs. 46, 48.

3 20. CNT's blog actively promotes Infringing TVpad Apps, for instance  
4 stating on January 8, 2014 that the infringing Gang Yue Wang Luo Dian Shi app  
5 provides live channels in high definition, "definitely the favorite of those who love to  
6 watch TVB," illustrating this point with a screenshot of a TVB program. Weil Decl.  
7 ¶ 36, Ex. 18.

8 21. CNT's Facebook page regularly promotes the availability of CCTV and  
9 TVB television programs through the Infringing TVpad Apps. *Id.* ¶¶ 39-42, Exs. 20-  
10 21. One post by the TVpad administrator on the Facebook page encourages users to  
11 watch a CCTV documentary and places CNT's TVpad logo directly next to  
12 programming information for CCTV channels. *Id.* ¶ 40, Ex. 20, at 3-6.

13 22. CNT's Facebook page includes a promotional video that features icons  
14 of Infringing TVpad Apps and a CCTV broadcast. *Id.* ¶ 42, Ex. 21; *see also id.* ¶ 50,  
15 Ex. 29, pp. 1-19, 20-38, 39-53, 61-71 (promoting Infringing TVpad Apps on fan  
16 forum).

17 23. CNT also actively collaborates with purported third-party App  
18 Infringers to develop and improve infringing content, including by providing  
19 customer support and technical assistance to help TVpad users access and share  
20 infringing streams of CCTV and TVB programming and conveying messages  
21 between TVpad users and App Infringers. Weil Decl. ¶¶ 54-56, Exs. 30-32. For  
22 example, a CNT blog post instructs users how to install the infringing BETV app  
23 from the TVpad Store, providing step-by-step screenshots. *Id.* ¶ 37, Ex. 19.

24 24. Administrators on CNT's Facebook page also instruct users to download  
25 and use Infringing TVpad Apps to access CCTV and TVB programming. *Id.* ¶¶ 43-  
26 45, Exs. 22-24. For instance, on June 12, 2014, when a user asked "Anyone knows  
27 which app or channel on tvpad is showing the World Cup???", a CNT administrator  
28

1 advised the user to try BETV and Sport Online, two Infringing TVpad Apps that  
2 stream CCTV channels. *Id.* ¶ 44, Ex. 23.

3 25. Similarly, when a user asked on CNT's Facebook page, "[w]hich tvpad  
4 is can see [sic] tvb day and night and 12 hour back and tvb drama," an administrator  
5 wrote "Could download three party applications from TVpad store for this case[.]"  
6 *Id.* ¶ 45, Ex. 24.

7 26. Administrators provide similar assistance to locate CCTV and TVB  
8 programming to TVpad users on CNT's official fan forum at tvpadfans.com. *Id.* ¶ 50,  
9 Ex. 29, pp. 81-87.

10 27. Administrators on CNT's Facebook page and fan forum also provide  
11 technical assistance and updates to customers regarding server problems impacting  
12 their ability to stream infringing television content, demonstrating that CNT exercises  
13 control over servers that facilitate the unauthorized streaming of Plaintiffs'  
14 programming. *See id.* ¶¶ 57, 59, Exs. 34, 36; Braak Decl. ¶ 59, Ex. 51.

15 28. As recently as January 9, 2015, CNT fielded a barrage of user  
16 complaints about problems downloading the new Gang Yue Wang Luo Dian Shi app  
17 (an Infringing TVpad App), apologizing for the inconvenience, and asking those  
18 customers to send a private message to CNT so that CNT and the supposed "app  
19 provider" could address the problem. Weil Decl. ¶ 60, Ex. 37.

20 29. CNT's own statements show it actively collaborates with the supposed  
21 third party app developers to develop and improve infringing content. For example,  
22 on August 18, 2013, CNT published a post on its Facebook page asking for  
23 suggestions to help CNT "better serve [its] overseas customers and allow overseas  
24 TVpad users to enjoy better Chinese TV services." In response, one user suggested  
25 adding a TVB football channel; the administrator replied that the administrator would  
26 "communicate with third-party application developers" regarding the suggestion.

27 30. When another user asked CNT to "improve all streaming sound bit rate  
28 and enable stereo," the administrator responded that "the application providers are

1 working on this issue.” *Id.* ¶ 54, Ex. 30; *see also id.* ¶ 55, Ex. 31 (CNT administrator  
 2 stating that request for more Cantonese channels had been forwarded to the  
 3 application provider).

4 31. CNT also delivers messages in the other direction: in an October 2013  
 5 Facebook post, a CNT administrator notified TVpad users that maintenance carried  
 6 out on the infringing 516 app might cause service disruptions. *Id.* ¶ 56, Ex. 32.

7 32. CNT has taken no meaningful steps to develop filtering tools or other  
 8 mechanisms to stop the rampant infringement it induces. Indeed, despite its Internet-  
 9 based streaming business model, CNT has not (a) posted a policy instructing users  
 10 how to report infringing activity, (b) appointed an agent to receive notifications of  
 11 claimed infringement under the Digital Millennium Copyright Act, 17 U.S.C. § 512  
 12 (c)(2), or (c) adopted any notice-and-takedown procedures in the TVpad Store. *See*  
 13 Braak Decl. ¶ 51.

14 33. CNT relies on copyright infringement for the success of its business  
 15 model, which depends upon charging consumers an up-front, one-time fee for  
 16 unlimited access to infringing programming for which those consumers would  
 17 otherwise have to pay ongoing subscription fees. *See* Weil Decl. ¶¶ 4, 28, 35, 38, 62,  
 18 Exs. 6, 13, 17, 38; Lau Decl. ¶¶ 26, 30, 34, Ex. 80; Tsang Decl. ¶ 14; Lu Decl. ¶ 15;  
 19 Kuelling Decl. ¶¶ 7-8, 11.

20 34. Defendant Club TVpad is a corporation located in Hayward, California  
 21 that operates an interactive website from which it offers TVpads for sale to  
 22 consumers in California and this District. Declaration of Shuk Kuen “Lily” Lau  
 23 (“Lau Decl.”) ¶¶ 4-5, 9, Exs. 57-58, 62. Corporate records identify Bennett Wong as  
 24 Club TVpad’s agent for service of process. Lau Decl. ¶ 4, Ex. 57.

25 35. On its website and Facebook page, Club TVpad aggressively markets  
 26 the Infringing TVpad Apps, the infringing capabilities of the TVpad, and the  
 27 availability of CCTV and TVB programming. *See id.* ¶¶ 10-11, Exs. 63-67.  
 28

36. For example, a November 2012 post on Club TVpad's Facebook page stated: "Are you a Direct TV subscriber? Then you might be aware that they are removing TVB from their line up at the end of the month. . . .This is the best time to get a TVpad to replace Direct TV." *Id.* ¶ 10(d), Ex. 66.

37. Club TVpad also operates a forum on which it regularly promotes Infringing TVpad Apps and assists customers in accessing infringing content. *See id.* ¶ 12-15, Exs. 68-71.

38. On October 26, 2014, Plaintiffs' investigator phoned Club TVpad and spoke with Bennett Wong about purchasing a TVpad device. Mr. Wong stated that TVB's TVBS and Jade channels are available through the TVpad device and that the one-time purchase price of the TVpad is the only cost to access television programming. *Id.* ¶ 17.

39. Plaintiffs' investigator purchased a TVpad device from Club TVpad's website. *Id.* ¶ 18. After receiving the TVpad device from ClubTVpad, Plaintiffs' investigator determined that Club TVpad had pre-installed onto the device several Infringing TVpad Apps that stream CCTV and TVB programming. Braak Decl. ¶¶ 65-67.

40. Asha Media operates an interactive website from which it offers TVpads for sale to consumers in California and this District. Lau Decl. ¶¶ 21, 23-24. Corporate records identify Amit Bhalla as President of Asha Media. Lau Decl. ¶ 22, Ex. 74.

41. Promotional blog posts on Asha Media's website advertise the availability of free CCTV and TVB programming through use of the Infringing TVpad Apps. *Id.* ¶ 28, Exs. 82-87. For example, a December 2014 blog post promoting the new TVpad4 model states: "Not wanting to pay for streaming television? TVpad4 still streams live news, sports, and television programming from stations like SoLive, CCTV and many, many more." *Id.* ¶ 28(a), Ex. 82 (emphasis added).

42. In another example, a June 2014 blog post stated: “There are over 100 different Asian channels and apps to choose from, but lovers of television shows will certainly want to install the HITV app [an Infringing TVpad App that streams TVB programs]. Viewers can watch hundreds of live shows from Hong Kong, including all of their favorite dramas.” *Id.* ¶ 28(d), Ex. 86.

43. On May 30, 2014, Plaintiffs’ investigator called Asha Media and spoke to an individual identifying himself as Amit. Amit confirmed that CCTV channels were available on the TVpad device. *Id.* ¶ 30. In response to the investigator’s inquiry about CCTV channels, another representative, acting at Amit’s direction, sent the investigator a spreadsheet listing CCTV and TVB channels and the Infringing TVpad Apps that access those channels. *Id.* ¶ 32, Ex. 89.

44. Plaintiffs’ investigator purchased two TVpads from Asha Media’s tvpad.com website. *Id.* ¶¶ 31, 35. Both devices came with USB flash drives containing several Infringing TVpad Apps. Braak Decl. ¶ 68-73.

45. Prior to filing this lawsuit, DISH sent cease-and-desist letters to CNT, ClubTVpad and Asha Media, demanding that each stop infringing and/or inducing infringement of Plaintiffs’ copyrights. The letters identified the Infringing TVpad Apps on the TVpad3 and listed specific CCTV and TVB channels and programs streamed without authorization through the Infringing TVpad Apps. Kuelling Decl. ¶¶ 15-25, Exs. 95-103.

46. Despite this notice, each Defendant continues to market, advertise, and promote the Infringing TVpad Apps and the availability of infringing television programming on the TVpad device. *Id.* ¶¶ 22, 25; Declaration of Carla A. McCauley (“McCauley Decl.”) ¶¶ 4-7, Exs. B through E.

47. Defendants’ conduct has materially reduced the number of individuals who subscribe to authorized U.S. platforms for CCTV and TVB programming in the United States and the price those individuals are willing to pay, reducing Plaintiffs’

1 revenues in amounts that are difficult to quantify. *See* Tsang Decl. ¶¶ 29-32; Lu Decl.  
2 ¶ 27-28; Kuelling Decl. ¶¶ 26-32.

3 48. Defendants' ongoing infringement impairs the ability of CCTV, CICC  
4 and TVB (USA) to negotiate favorable license agreements with Authorized U.S.  
5 Providers and others. Tsang Decl. ¶ 39; Lu Decl. ¶ 29.

6 49. Defendants' ongoing infringement has damaged Plaintiffs' goodwill.  
7 *See* Tsang Decl. ¶ 40; Lu Decl. ¶ 30; Kuelling Decl. ¶ 33. Plaintiffs' investigators  
8 observed numerous problems with the TVpad viewing experience, such as video  
9 failing to stream or terminating prematurely, low video quality, pixilation, and sound  
10 issues. Braak Decl. ¶ 59; *see also id.* Ex. 51 (posts by TVpad users detailing a wide  
11 variety of technical difficulties); Weil Decl. ¶¶ 57-60, Ex. 33-37 (posts on CNT's  
12 Facebook page and fan forum apologizing to customers for technical difficulties).

13 50. Defendants' infringing conduct undermines Plaintiffs' strategic choices  
14 about where, when, and how to distribute their programs, causing harm to their  
15 goodwill with U.S. audiences and Authorized U.S. Providers. *See* Tsang Decl. ¶ 33-  
16 35, 37; Lu Decl. ¶¶ 31-33. Defendants' pirate retransmission service not only  
17 streams CCTV and TVB programming in the U.S. without a license, but does so  
18 several hours before that programming is available in the U.S. through authorized  
19 channels. *See* Tsang Decl. ¶ 35; Lu Decl. ¶ 33.

20 51. Defendants' unlawful activities also deprive Plaintiffs of their right not  
21 to disseminate many of their programs in the U.S. *See* Tsang Decl. ¶ 36; Lu Decl. ¶  
22 34.

23 52. Defendants' unlawful activities also threaten to confuse consumers  
24 about video on demand products, and create an incorrect but lasting impression with  
25 consumers about what constitutes lawful video on demand programming. Tsang  
26 Decl. ¶ 38; Lu Decl. ¶ 35; Kuelling Decl. ¶ 28.



1 **B. CONCLUSIONS OF LAW**

2 1. This Court has the authority to “grant temporary and final injunctions on  
3 such terms as it may deem reasonable to prevent or restrain infringement of a  
4 copyright.” 17 U.S.C. § 502(a).

5 2. This Court has subject matter jurisdiction over Plaintiffs’ federal claims  
6 pursuant to 28 U.S.C. §§ 1331 and 1338 because they arise under the Copyright Act,  
7 17 U.S.C. §§ 101 *et seq.* Venue is proper in this District under 28 U.S.C. §§ 1391(b)  
8 and 1400(a).

9 3. Personal jurisdiction over Defendants is proper because they have each  
10 purposefully directed their conduct towards, and have purposefully availed  
11 themselves of the privileges of conducting business activities within, the State of  
12 California by transmitting, supplying, offering to transmit and supply, and  
13 advertising and marketing TVpad devices and services to customers and/or business  
14 partners in the State of California and the Central District of California, causing  
15 injury to Plaintiffs in this State and in this District.

16 4. To obtain preliminary injunctive relief, a plaintiff must establish: “(1)  
17 that it is likely to succeed on the merits, (2) that it is likely to suffer irreparable harm  
18 in the absence of preliminary relief, (3) that the balance of the equities tips in its  
19 favor, and (4) that an injunction is in the public interest.” *Fox Television Stations,*  
20 *Inc. v. BarryDriller Content Sys., PLC*, 915 F. Supp. 2d 1138, 1141 (C.D. Cal. 2012)  
21 (citing *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)).

22 5. Plaintiffs are likely to prevail on their claim for secondary liability by  
23 Defendants. For all theories of secondary liability, a plaintiff “must establish that  
24 there has been a direct infringement by third parties,” *Perfect 10, Inc. v. Google Inc.*,  
25 508 F.3d 1146, 1169 (9th Cir. 2007), which requires a showing of: “(1) ownership of  
26 the infringed material, and (2) violation of at least one exclusive right granted to  
27 copyright holders under 17 U.S.C. § 106 by the infringer.” *A&M Records, Inc. v.*  
28 *Napster*, 239 F.3d 1004, 1013 (9th Cir. 2000).



6. Plaintiff CCTV is likely to succeed in showing that it owns copyright registrations for the Registered Programs, giving rise to a presumption of ownership and validity. 17 U.S.C. § 410(c). Plaintiffs are also likely to succeed in showing that they own the exclusive rights to transmit the Registered Programs and other CCTV and TVB programming in the U.S. over the Internet in various formats, and therefore have standing to sue for infringement of those rights. 17 U.S.C. § 501(b).

7. Plaintiffs are also likely to succeed in showing that the unauthorized streaming of Plaintiffs' programs over the Internet, as evidenced by the observations and recordings of Plaintiffs' investigator and a TVB executive, infringes an "exclusive right granted to copyright holders under 17 U.S.C. § 106." *Napster*, 239 F.3d at 1013.

8. The Copyright Act grants Plaintiffs the exclusive right to "perform the copyrighted work publicly." 17 U.S.C.A. § 106(4). A party publicly performs a copyrighted work when it "transmit[s] or otherwise communicate[s] a performance or display of the work ... to the public, by means of any device or process, whether the members of the public capable of receiving the performance or display receive it in the same place or in separate places and at the same time or at different times." 17 U.S.C. § 101.

9. In *ABC, Inc. v. Aereo, Inc.*, 134 S. Ct. 2498 (2014), the Supreme Court held that Aereo publicly performed the plaintiffs' television programs by streaming those programs over the Internet to "large numbers of paying subscribers who lack any prior relationship to the works." *Id.* at 2510. The Court reasoned that Aereo performed "publicly" because it streamed programs to "a large number of people who are unrelated and unknown to each other" who did not "receive performances in their capacities as owners or possessors of the underlying works." *Id.* at 2509-10; *see also Warner Bros. Entm't v. WTV Sys., Inc.*, 824 F. Supp. 2d 1003, 1009-11 (C.D. Cal. 2011) (granting preliminary injunction against service that streamed motion pictures without authorization over the Internet to customers); *DISH Network L.L.C.*

1 *v. TV Net Solutions, LLC*, 12-cv-1629, 2014 U.S. Dist. LEXIS 165120, at \*13-14  
 2 (M.D. Fla. Nov. 25, 2014) (retransmission of Arabic television channels over the  
 3 Internet into the United States infringed DISH's public-performance rights).

4 10. Because Plaintiffs are likely to be able to establish that the App  
 5 Infringers stream live and time-shifted CCTV and TVB channels through a peer-to-  
 6 peer network and/or through servers in the United States to large numbers of TVpad  
 7 users with no right to access that content, Plaintiffs are likely to succeed in showing  
 8 that the App Infringers publicly perform Plaintiffs' television programming in the  
 9 U.S. without authorization under *Aereo*.

10 11. Because Plaintiffs are also likely to establish that TVpad users operate  
 11 as peers in a peer-to-peer network through which each user retransmits live and time-  
 12 shifted CCTV and TVB programs to large numbers of other TVpad users, Plaintiffs  
 13 are also likely to succeed in showing that the TVpad users publicly perform  
 14 Plaintiffs' television programming in the U.S. without authorization. "[T]he  
 15 concep[t] of public performance . . . cover[s] not only the initial rendition or  
 16 showing, but also any further act by which that rendition or showing is transmitted or  
 17 communicated to the public." *Aereo*, 134 S. Ct. at 2506 (quoting H.R. Rep. No. 94-  
 18 1976, at 63 (1976)). TVpad user retransmissions are "to the public" because TVpad  
 19 users who receive them constitute "a large number of people who are unrelated and  
 20 unknown to each other," and the TVpad users are not "owners or possessors of the  
 21 underlying works." *Id.* at 2510.

22 12. To prevail on their contributory copyright infringement claim, Plaintiffs  
 23 must prove that Defendants (a) have knowledge of infringing activity; and (b) induce,  
 24 cause, or materially contribute to direct infringement by others. *Google*, 508 F.3d at  
 25 1171.,

26 13. In the Ninth Circuit, "inducement" and "material contribution" are  
 27 distinct theories of contributory liability. *Perfect 10 v. Visa Int'l Serv. Ass'n*, 494  
 28 F.3d 788, 795 (9th Cir. 2007).

14. Contributory liability under an inducement theory is established where the defendant has undertaken purposeful acts aimed at assisting and encouraging others to infringe. *Metro-Goldwyn-Mayer Studios Inc. v. Gorkster, Ltd.*, 545 U.S. 913, 936-37 (2005).. “[O]ne who distributes a device with the object of promoting its use to infringe copyright, as shown by clear expression or other affirmative steps taken to foster infringement, is liable for the resulting acts of infringement by third parties.” *Id.*

15. “[A] defendant may be liable for ‘activity undertaken abroad that knowingly induces infringement within the United States.’” *Columbia Pictures Indus., Inc. v. Fung*, No. CV 06-5578, 2009 WL 6355911, at \*8 (C.D. Cal. Dec. 21, 2009), *aff’d in relevant part*, 710 F.3d 1020 (9th Cir. 2013).

16. In the Ninth Circuit, inducement liability has four elements: (1) distribution of a device, product, or service; (2) acts of infringement; (3) an object of promoting use of the device, product, or service to infringe copyright; and (4) causation. *Columbia Pictures Indus., Inc. v. Fung*, 710 F.3d 1020, 1032 (9th Cir. 2013).

17. The first element is satisfied by distribution of either a device or a service that is “used in accomplishing the infringement.” *Fung*, 710 F.3d at 1033. Plaintiffs are likely to succeed on their showing of the first element because CNT, Asha Media, and Club TV all distribute the TVpad device, which enables users to view and transmit infringing streams of Plaintiffs’ programming, as well as the TVpad Store, a service through which users download the Infringing TVpad Apps.

18. Plaintiffs are likely to succeed on the second element of acts of infringement based on the forensic analysis that establishes both the App Infringers and the TVpad users directly infringe Plaintiffs’ public-performance rights. *Munhwa Broadcasting Co v. Create New Technology (HK) Inc.*, Case No. CV 14-4213 RGK (RZx), Order, at 4-5 (C.D. Cal. May 12, 2015) (Docket No. 217). *See also Aereo*, 134 S. Ct. at 2509-10. ; *WTV*, 824 F. Supp. 2d at 1009-11.

19. A defendant's intent to foster or promote infringement can be established by "clear expression" of such intent and "affirmative steps taken to foster infringement." *Grokster*, 545 U.S. at 936-37. "The classic instance of inducement is by advertisement or solicitation that broadcasts a message designed to stimulate others to commit violations." *Id.* at 938.

20. Other evidence of intent to foster or promote infringement can include providing customer support and technical assistance to customers engaged in infringing uses; failing to "develop filtering tools or other mechanisms to diminish the infringing activity using their software[;]" or relying on infringing activity for the success of the defendant's business model. *Id.* at 938-40; *see also Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*, 454 F. Supp. 2d 966, 987-988 (C.D. Cal. 2006) (on remand, also relying on defendant's interface having "Top 40" song category that "made it easier for users to share copyrighted content."); *Fung*, 710 F.3d 1027-28, 1036-37 (holding website encouraging users to upload torrent files with copyrighted content, offering links to copyrighted films and urging users to download them, responding to requests for help in locating and playing copyrighted materials, and failing to develop filters substantiated infringement through inducement).

21. Plaintiffs are likely to succeed on the third element that Defendant CNT intends to foster, promote and profit from direct infringement of Plaintiffs' copyrighted works by both the App Infringers and TVpad users because it advertises the Infringing TVpad Apps, provides customer support and technical assistance to users to locate, install and use the Infringing TVpad Apps to share Plaintiffs' copyrighted programming, it collaborates with the App Infringers to develop and improve the Apps and their content, it has not developed filtering tools, and the success of its business model depends entirely on customers paying a one-time fee for unlimited access to infringing programming.

22. Plaintiffs are likely to success on the third element that Defendants ClubTVpad and Asha Media intends to foster, promote and profit from direct

1 infringement because they aggressively advertise and promote the Infringing TVpad  
 2 Apps and the availability of copyrighted programming through those apps, provide  
 3 customer support and technical assistance to users, have touted the availability of  
 4 CCTV and TVB content, and have taken affirmative steps to facilitate user  
 5 infringement, including pre-loading Infringing TVapps on the devices.

6 23. Plaintiffs are likely to succeed on the fourth element of inducement  
 7 liability because once intent to promote infringement is found, “the only causation  
 8 requirement is that the product or service at issue was used to infringe the plaintiff’s  
 9 copyrights.” *Fung*, 710 F.3d at 1037. The Ninth Circuit specifically rejected *Fung*’s  
 10 argument that “the acts of infringement must be caused by the manifestations of the  
 11 distributor’s improper object—that is, by the inducing messages themselves.” *Fung*,  
 12 710 F.3d at 1037; *see also Grokster*, 454 F. Supp. 2d at 985-986 (rejecting argument  
 13 that plaintiffs had to prove that the inducing statements “caused specific acts of  
 14 infringement”). Plaintiffs are likely to succeed on their showing of the fourth  
 15 element of causation because the TVpad device and TVpad Store are being used to  
 16 infringe Plaintiffs’ copyrighted works, and Defendants are the but-for cause of that  
 17 infringement, because their distribution and promotion of the Infringing TVpad Apps  
 18 is the very mechanism which makes that infringement possible by a large number of  
 19 users.

20 24. Under Plaintiffs’ alternative theory of contributory infringement through  
 21 material contribution against Defendant CNT, Plaintiffs are also likely to succeed on  
 22 the merits. In the Ninth Circuit, “material contribution” can be established by proof  
 23 that “a computer system operator has actual knowledge that specific infringing  
 24 material is available using its system and can take simple measures to prevent further  
 25 damage to copyrighted works, yet continues to provide access to infringing works.”  
 26 *Google*, 508 F.3d at 1172.

27 25. A defendant has actual notice of infringement when provided with a  
 28 cease and desist letter. *Napster*, 239 F.3d at 1022 n.6 (defendant had actual notice of

1 infringement because RIAA informed it of infringing files). A defendant materially  
 2 contributes when it fails to take steps to protect the copyrighted works. *See Google*,  
 3 508 F.3d at 1172 (“assist[ing] a worldwide audience of users to access infringing  
 4 materials” constitutes material contribution); *Gershwin Publ’g v. Columbia Artists*  
 5 *Mgmt.*, 443 F.2d 1159, 1163 (2d Cir. 1971) (creating audience for infringing  
 6 performance supports finding of contributory liability). A defendant also materially  
 7 contributes to infringement by providing software that causes them to act as  
 8 infringing peers in a peer-to-peer network. *See Napster*, 239 F.3d at 1022 (peer-to-  
 9 peer software provides “the site and facilities” for direct infringers and constitutes  
 10 contributory infringement). Plaintiffs are likely to success in establishing that CNT  
 11 has materially contributed to infringement under all three alternatives.

12 26. To show likelihood of success on its vicarious infringement claim  
 13 against CNT, Plaintiffs must show CNT “profit[s] from direct infringement while  
 14 declining to exercise a right to stop or limit it.” *Metro-Goldwyn-Mayer Studios Inc. v.*  
 15 *Grokster, Ltd.*, 545 U.S. 913, 930 (2005). Plaintiffs are likely to succeed on their  
 16 vicarious infringement claim, because they are likely to be able to establish that CNT  
 17 (1) has the right and ability to control the infringing conduct, and (2) derives a direct  
 18 financial benefit from the infringing activity. *Fonovisa, Inc. v. Cherry Auction, Inc.*,  
 19 76 F.3d 259, 261 (9th Cir. 1996).

20 27. A defendant “exercises control over a direct infringer when he has both  
 21 a legal right to stop or limit the directly infringing conduct, as well as the practical  
 22 ability to do so.” *Google*, 508 F.3d at 1173. “The ability to block infringers’ access to  
 23 a particular environment for any reason whatsoever is evidence of the right and  
 24 ability to supervise.” *Napster*, 239 F.3d at 1023; *see also Fonovisa*, 76 F.3d at 261-63  
 25 (holding contractual right to terminate swap meet vendors or exclude constitutes  
 26 control over pirated goods). Plaintiffs are likely to succeed on their claims for  
 27 vicarious infringement because they have adduced evidence that Defendant CNT has  
 28 practical, operational control over the apps included in its store, the servers necessary



1 to stream content, and the right to exclude Infringing Apps from its device and  
2 service.

3 28. “Financial benefit exists where the availability of infringing material  
4 “acts as a ‘draw’ for customers.” *Napster*, 239 F.3d at 1023. In *Fonavisa*, the swap  
5 meet operator reaped “substantial financial benefits from admission fees, concession  
6 stand sales and parking fees, all of which flow directly from customers who want to  
7 buy the counterfeit recordings at bargain basement prices.” *Fonavisa*, 76 F.3d at 263.  
8 In *Napster*, Napster’s revenue was dependent on “increases in [its] user-base”  
9 stimulated by “the quality and quantity of available [infringing] music.” *Napster*, 239  
10 F.3d at 1023. Plaintiffs are likely to succeed on their vicarious infringement claim  
11 because there is ample evidence that Defendant CNT is financially benefited by its  
12 offering of free and unauthorized programming on its device.

13 29. The harm that Defendants are causing is irreparable and justifies the  
14 imposition of preliminary injunctive relief. *BarryDriller*, 915 F. Supp. 2d at 1147.

15 30. Unauthorized and uncompensated Internet streaming that competes  
16 directly with the television programming of a copyright owner and its authorized  
17 licensees causes significant and multifaceted harms that are “neither easily  
18 calculable, nor easily compensable.” *BarryDriller*, 915 F. Supp. 2d at 1147 (granting  
19 preliminary injunction); *see also* *WTV*, 824 F. Supp. 2d at 1012-13 (granting  
20 preliminary injunction); *Fox Television Stations, Inc. v. Filmon X LLC*, 966 F. Supp.  
21 2d 30, 49-51 (D.D.C. 2013) (granting preliminary injunction); *iCraveTV*, 2000 WL  
22 255989, at \*8 (granting preliminary injunction).

23 31. Defendants’ conduct has caused irreparable harm because it has  
24 materially reduced the number of individuals who subscribe to authorized U.S.  
25 platforms for CCTV and TVB programming, causing lost market share. *See, e.g.*,  
26 *Robert Bosch LLC v. Pylon Mfg. Corp.*, 659 F.3d 1142, 1153 (Fed. Cir. 2011); *i4i*  
27 *Ltd. P’ship v. Microsoft Corp.*, 598 F.3d 831, 861-62 (Fed. Cir. 2010); *WTV*, 824 F.  
28 Supp. 2d at 1013 (“[T]he loss of revenue to Plaintiffs and their licensees, which is



1 already significant, will continue to increase, and constitutes irreparable injury to  
2 Plaintiffs.”).

3 32. Defendants’ conduct has caused irreparable harm because it impairs the  
4 ability of Plaintiffs to negotiate favorable licenses. “[I]f Defendants can transmit  
5 Plaintiffs’ content without paying a fee, Plaintiffs’ existing or prospective licensees  
6 will demand concessions to make up the loss of viewership to non-paying  
7 alternatives.” *BarryDriller*, 915 F. Supp. 2d at 1147; *WTV*, 824 F. Supp. 2d at 1012-  
8 1013. Stated otherwise, “[t]he availability of Plaintiffs’ content from sources other  
9 than Plaintiffs also damages Plaintiffs’ goodwill with their licensees.” *BarryDriller*,  
10 915 F. Supp. 2d at 1147.

11 33. Defendants’ conduct has caused irreparable harm because Defendants’  
12 pirate retransmission service not only streams CCTV and TVB programming in the  
13 U.S. without a license, but does so several hours before that programming is  
14 available in the U.S. through authorized channels. *See WTV*, 824 F. Supp. 2d at 1012-  
15 13 (unauthorized video streaming service irreparably harmed film studios by  
16 allowing streaming of works during periods when plaintiffs had granted licensees  
17 exclusive rights to offer the works).

18 34. Defendants’ conduct has caused irreparable harm because it interferes  
19 with Plaintiffs’ ability to develop a lawful market for Internet distribution. *See*  
20 *BarryDriller*, 915 F. Supp. 2d at 1147 (finding irreparable harm when the  
21 defendants’ streaming service “compete[d] with Plaintiffs’ ability to develop their  
22 own internet distribution channels.”); *WTV*, 824 F. Supp. 2d 1013 (holding  
23 unauthorized streaming service “threatens to confuse consumers about video on  
24 demand products, and to create incorrect but lasting impressions with consumers  
25 about what constitutes lawful [Internet-based] video on demand exploitation of  
26 Plaintiff’s Copyrighted Works, including confusion or doubt regarding whether  
27 payment is required for access to Copyrighted Works.”).

35. Defendants' infringing conduct also causes irreparable harm because it impairs Plaintiffs' brand, reputation, and goodwill with consumers by associating their programming with poor quality viewing experiences on the TVpad device. *See WTV*, 824 F. Supp. 2d at 1014.

36. "Absent an injunction directing Defendants to prevent infringement of Plaintiffs' works, it is highly likely that Defendants' existing users and new users [will] continue to use Defendants' system to infringe Plaintiffs' copyrights." *Columbia Pictures Indus., Inc. v. Fung*, 2:06-cv-05578-SVW (JCx), Modified Order Granting Plaintiff's Motion for Permanent Injunction, slip op. at 7 (C.D. Cal. Aug. 5, 2013) (Dkt. 551).

37. Given the massive infringement for which Defendants are secondarily liable, and the nature of Defendants' business activities, it is unlikely that Defendants will be able to satisfy a damages award, making an injunction appropriate. *Grokster*, 518 F. Supp. 2d 1197, 1217 (C.D. Cal. 2007) (irreparable harm where defendant "induce[d] far more infringement than it could ever possibly redress with damages").

38. The balance of equities tips sharply in Plaintiffs favor. Defendants "cannot complain of the harm that will befall [them] when properly forced to desist from [their] infringing activities." *BarryDriller*, 915 F. Supp. 2d at 1147 (quoting *Triad Sys. Corp. v. Southeastern Express Co.*, 64 F.3d 1330, 1338 (9th Cir. 1995)); *WTV*, 824 F. Supp. 2d at 1014-1015.

39. An injunction is in the public interest. "[I]t is virtually axiomatic that the public interest can only be served by upholding copyright protections and correspondingly, preventing the misappropriation of skills, creative energies and resources which are invested in the protected work." *WTV*, 824 F. Supp. 2d at 1015 (citation omitted); *BarryDriller*, 915 F. Supp. 2d at 1148. Any public interest the public may have "in receiving copyrighted content for free is outweighed by the need to incentivize the creation of original works." *Grokster*, 518 F. Supp. 2d at 1222.

1           40. It is appropriate to dispense with the filing of a bond. It is well  
 2 established in the Ninth Circuit that “Rule 65(c) invests the district court ‘with  
 3 discretion as to the amount of security required, if any.’” *Jorgensen v. Cassidy*, 320  
 4 F.3d 906, 919 (9th Cir. 2003) (quoting and adding emphasis to *Barahone-Gomez v.*  
 5 *Reno*, 167 F.3d 1228, 1237 (9th Cir. 1999)). In particular, “[t]he district court may  
 6 dispense with the filing of a bond when it concludes there is no realistic likelihood of  
 7 harm to the defendant from enjoining his or her conduct.” *Jorsenson*, 320 F.3d at  
 8 919. This Court finds no realistic likelihood that a preliminary injunction will harm  
 9 Defendants.


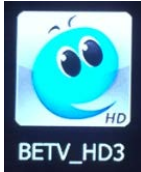
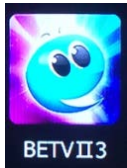
10           Based on these findings of fact and conclusions of law, the Court grants  
 11 Plaintiffs’ motion for preliminary injunction.

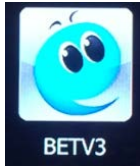



12  
 13  
 14 Entered this \_\_\_\_\_ day of June, 2015.





15  
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 17 \_\_\_\_\_  
 18 Margaret M. Morrow  
 19 Judge of the United States District Court  
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## **EXHIBIT A**





**Findings of Fact and Conclusions of Law**  
**Exhibit A**

	TVpad3	TVpad4
Infringing TVpad App and icon	Infringing Programming and Mode	Infringing Programming and Mode
BETV PLUS 		CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live)
BETV_HD 	CCTV 1 HD (live), CCTV 5 HD (live)	
BETV II 	CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV 5 (live & replay live), CCTV 5+ (live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live), CCTV风云足球 (CCTV fengyun soccer) (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Infringing Programming and Mode	Infringing Programming and Mode
<p>BETV</p> 	<p>CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云足球 (CCTV fengyun soccer) (all live)</p>	
<p>粵海時移 (Yue Hai Shi Yi)</p> 	<p>JADE HD, JADE (both time-shifted by 12 hours)</p>	<p>JADE HD, JADE (both time-shifted by 12 hours)</p>
<p>粵海寬頻 (Yue Hai Kuan Pin)</p> 	<p>JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)</p>	
<p>粵海寬頻2 (Yue Hai Kuan Pin 2)</p> 	<p>JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)</p>	

	TVpad3	TVpad4
Infringing TVpad App and icon	Infringing Programming and Mode	Infringing Programming and Mode
<p>港粵網絡電視 (Gang Yue Wang Luo Dian Shi)</p> 	<p>JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)</p> <p>TVB programs on demand</p>	<p>JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)</p> <p>TVB programs on demand</p>
<p>粵海直播 (Yue Hai Zhi Bo)</p> 	<p>iNews, J2, PEARL, JADE, JADE HD (live)</p>	
<p>516TV</p> 	<p>TVBS (live)</p>	
<p>516網絡電視 (516 Online TV)</p> 	<p>CCTV4 (live)</p> <p>TVBS (live)</p>	<p>CCTV4 (live)</p> <p>TVBS (live)</p> <p>TVBS News (live)</p>



	TVpad3	TVpad4
Infringing TVpad App and icon	Infringing Programming and Mode	Infringing Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粵快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武俠 (Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

## **EXHIBIT 2**

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UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China  
 company; CHINA INTERNATIONAL  
 COMMUNICATIONS CO., LTD., a China  
 company; TVB HOLDINGS (USA), INC., a  
 California corporation; and DISH  
 NETWORK L.L.C., a Colorado limited  
 liability company,

Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)  
 LIMITED, a Hong Kong company; HUA  
 YANG INTERNATIONAL TECHNOLOGY  
 LTD., a Hong Kong company; SHENZHEN  
 GREATVISION NETWORK  
 TECHNOLOGY CO. LTD., a China  
 company; CLUB TVPAD, INC., a California  
 corporation; BENNETT WONG, an  
 individual; ASHA MEDIA GROUP INC.  
 d/b/a TVPAD.COM, a Florida corporation;  
 AMIT BHALLA, an individual;  
 NEWTPAD LTD CO. a/k/a TVPAD USA,  
 a Texas corporation; LIANGZHONG ZHOU,  
 an individual; HONGHUI CHEN d/b/a e-  
 Digital, an individual; JOHN DOE 1 d/b/a  
 BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN  
 DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;  
 JOHN DOE 5 d/b/a GANG YUE; JOHN  
 DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7  
 d/b/a GANG TAI WU XIA; and JOHN DOES  
 8-10,

Defendants.

Case No.

**CV 15-1869 MMM (AJWx)**

**[PROPOSED] ORDER  
 GRANTING PRELIMINARY  
 INJUNCTION**

1 This matter came on before the Court on June 8, 2015 on a motion for a  
 2 preliminary injunction filed by Plaintiffs China Central Television, China  
 3 International Communications Co., Ltd., TVB Holdings (USA), Inc., and DISH  
 4 Network L.L.C. (collectively, "Plaintiffs"). Pursuant to Local Rule 7-9, any  
 5 opposition to Plaintiffs' motion must be filed and served not later than May 18,  
 6 2015. No oppositions were timely filed, nor has any been filed since that time.  
 7 Having considered the submissions of in support of Plaintiffs' Motion for  
 8 Preliminary Injunction, the Memorandum of Points and Authorities in Support of the  
 9 Motion, and the declarations, exhibits, and reply papers in support thereof, and good  
 10 cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS AS**  
 11 **FOLLOWS:**

12 1. For purposes of this Preliminary Injunction, the following definitions  
 13 shall apply:

- 14 a. "Plaintiffs' Copyrighted Programming" shall mean each of those  
 15 broadcast television programming works, or portions thereof,  
 16 whether now in existence or later created, in which the Plaintiffs, or  
 17 any of them (or any parent, subsidiary, or affiliate of any of the  
 18 Plaintiffs), owns or controls an exclusive right under the United  
 19 States Copyright Act, 17 U.S.C. §§ 101 et seq., including without  
 20 limitation all programs identified in **Exhibit A** hereto;
- 21 b. "TVpad Device" shall mean the television set-top devices marketed  
 22 as TVpad3 and TVpad4, and any other set-top devices that offer the  
 23 Infringing TVpad Apps (as defined in Paragraph 1(e) hereinbelow)  
 24 for download;
- 25 c. "TVpad Store" shall mean any combination of software and/or  
 26 services whereby users can select and download software  
 27 applications onto the TVpad Device;
- 28

- 1 d. "TVpad Apps" shall mean software applications and associated  
 2 services that are designed for use on the TVpad Device and available  
 3 for download through the TVpad Store;  
 4 e. "Infringing TVpad Apps" shall mean any TVpad App whereby  
 5 Plaintiffs' Copyrighted Programming is publicly performed without  
 6 authorization by transmission to members of the public, including  
 7 but not limited to the TVpad Apps identified in **Exhibit B** hereto;  
 8 and

9 2. Pending a final resolution of this action, Defendants Create New  
 10 Technology (HK) Limited, Asha Media Group Inc. and ClubTVpad, Inc.  
 11 (collectively and for purposes of this Order "Defendants") and all of their parents,  
 12 subsidiaries, affiliates, officers, agents, servants, employees, and those persons or  
 13 entities acting in active concert or participation with them who receive actual notice  
 14 of this Order (collectively, the "Enjoined Parties") are preliminarily enjoined from:

- 15 a. Transmitting, retransmitting, streaming, or otherwise publicly  
 16 performing, directly or indirectly, by means of any device or  
 17 process, Plaintiffs' Copyrighted Programming;  
 18 b. Authorizing, hosting, reproducing, downloading or otherwise  
 19 distributing the Infringing TVpad Apps, including without limitation  
 20 offering them in the TVpad Store, loading them onto TVpad  
 21 devices, or providing them to consumers on separate media;  
 22 c. Advertising, displaying, marketing or otherwise promoting any of  
 23 the Infringing TVpad Apps, including without limitation publicly  
 24 displaying any of the Plaintiffs' Copyrighted Programming in  
 25 connection therewith or in connection with the TVpad Device;  
 26 d. Distributing, advertising, marketing or promoting any TVpad device  
 27 that contains, connects to, or offers for download any Infringing  
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1 TVpad App, or promotes any Infringing TVpad App through the  
 2 inclusion of icons for said Infringing TVpad App;

3 e. Otherwise infringing Plaintiffs' rights in their Copyrighted  
 4 Programming, whether directly, contributorily, vicariously or in any  
 5 other manner.

6 3. Pending a final resolution of this action, the Enjoined Parties shall  
 7 identify all domain names and IP addresses and the physical locations of all servers  
 8 owned, leased or operated by any of the Enjoined Parties that are used in connection  
 9 with the activities enjoined under Paragraphs 2(a) and 2(b) hereinabove.

10 4. Pending a final resolution of this action, third parties providing web,  
 11 server and file hosting services used by any of the Enjoined Parties in connection  
 12 with the activities enjoined under Paragraphs 2(a) and 2(b) hereinabove, including  
 13 but not limited to the third parties providing hosting services for the Internet servers  
 14 identified in **Exhibit C** hereto, and who receive actual notice of this Order, are  
 15 preliminarily enjoined from providing such hosting services to any Enjoined Party in  
 16 connection with the activities enjoined under Paragraphs 2(a) and 2(b) hereinabove.

17 5. Violation of this Preliminary Injunction shall expose Defendants and all  
 18 other persons bound by this Preliminary Injunction to all applicable penalties,  
 19 including contempt of Court.

20 6. Because Plaintiffs have shown a strong likelihood of success on the  
 21 merits and the Preliminary Injunction merely preserves the status quo ante, no  
 22 security shall be required.

23 7. Within \_\_\_\_\_ days of the date the Court enters this Preliminary  
 24 Injunction, Defendants shall file and serve a report in writing and under oath setting  
 25 forth in detail the manner and form with which Defendants have complied with the  
 26 Preliminary Injunction.

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1           8.     Nothing herein shall restrict Plaintiffs' ability to seek permanent  
2 injunctive relief with terms that are broader in scope than those delineated herein.

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4 IT IS SO ORDERED.

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6 \_\_\_\_\_, 2015

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Margaret M. Morrow  
Judge of the United States District Court



## **EXHIBIT A**

**Registered TVB Programs (Live)**

<b>Title of Work and Episode Number</b>	<b>Date Broadcast</b>	<b>Copyright Registration Number</b>
All That is Bitter is Sweet, Ep. 16	September 29, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 17	September 30, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 18	October 1, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 19	October 2, 2014	PA 1-922-865
Big Boys Club, Ep. 1200	September 29, 2014	PA 1-922-870
Big Boys Club, Ep. 1201	September 30, 2014	PA 1-922-866
Big Boys Club, Ep. 1202	October 1, 2014	PA 1-922-875
Big Boys Club, Ep. 1203	October 2, 2014	PA 1-922-872
Come Home Love, Episode 610	September 29, 2014	PA 1-922-874
Come Home Love, Episode 611	September 30, 2014	PA 1-922-874
Come Home Love, Episode 613	October 2, 2014	PA 1-922-874
Come Home Love, Episode 614	October 3, 2014	PA 1-922-874
Line Walker, Ep. 26	September 29, 2014	PA 1-922-863
Line Walker, Ep. 27	September 30, 2014	PA 1-922-863
Line Walker, Ep. 28	October 1, 2014	PA 1-922-863
Line Walker, Ep. 30	October 3, 2014	PA 1-922-863
Line Walker, Ep. 31	October 3, 2014	PA 1-922-863
News At Seven Thirty (Pearl) 2014 9/29	September 29, 2014	PA 1-922-869
News At Seven Thirty (Pearl) 2014 9/30	September 30, 2014	PA 1-922-867
News At Seven Thirty (Pearl) 2014 10/1	October 1, 2014	PA 1-922-873
Pleasure and Leisure 2014 9/30	September 30, 2014	PA 1-922-868
Pleasure and Leisure 2014 10/1	October 1, 2014	PA 1-922-864
Pleasure and Leisure 2014 10/2	October 2, 2014	PA 1-922-871

**Registered TVB Programs (VOD)**

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
A Change of Destiny, Ep. 1	PA0001388870
A Change of Destiny, Ep. 9	PA0001388870
A Change of Destiny, Ep. 10	PA0001388870
A Change of Destiny, Ep. 14	PA0001388870
A Change of Destiny, Ep. 15	PA0001388870
A Change of Destiny, Ep. 20	PA0001388870
A Change of Heart, Ep. 1	PA0001866892
A Change of Heart, Ep. 6	PA0001866892
A Change of Heart, Ep. 11	PA0001866892
A Change of Heart, Ep. 16	PA0001866892
A Change of Heart, Ep. 22	PA0001866892
A Change of Heart, Ep.26	PA0001866892
A Change of Heart, Ep. 30	PA0001866892
A Great Way To Care II, Ep. 1	PA0001847097
A Great Way To Care II, Ep. 4	PA0001847097
A Great Way To Care II, Ep. 9	PA0001847097
A Great Way To Care II, Ep. 13	PA0001847097
A Great Way To Care II, Ep. 18	PA0001847097
A Great Way To Care II, Ep. 22	PA0001847097
A Great Way To Care II, Ep. 25	PA0001847097
A Step into the Past, Ep. 1	PA0001074513
A Step into the Past, Ep. 9	PA0001074513
A Step into the Past, Ep. 13	PA0001074513
A Step into the Past, Ep. 20	PA0001074513
A Step into the Past, Ep. 30	PA0001074512
A Step into the Past, Ep. 40	PA0001074512
Always And Ever, Ep 1	PA0001866873
Always And Ever, Ep. 5	PA0001866873

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Always And Ever, Ep. 10	PA0001866873
Always And Ever, Ep. 12	PA0001866873
Always And Ever, Ep. 16	PA0001866873
Always And Ever, Ep. 21	PA0001866873
Always And Ever, Ep. 25	PA0001866873
Always And Ever, Ep. 30	PA0001866873
Always And Ever, Ep. 31	PA0001866873
Awfully Lawful, Ep. 1	PA0001866872
Awfully Lawful, Ep. 5	PA0001866872
Awfully Lawful, Ep. 9	PA0001866872
Awfully Lawful, Ep. 14	PA0001866872
Awfully Lawful, Ep. 20	PA0001866872
Beauty At War, Ep. 1	PA0001849236
Beauty At War, Ep. 5	PA0001849236
Beauty At War, Ep. 10	PA0001849236
Beauty At War, Ep. 14	PA0001849236
Beauty At War, Ep. 19	PA0001849236
Beauty At War, Ep. 23	PA0001849236
Beauty At War, Ep. 30	PA0001849236
Black Heart White Soul, Ep. 1	PA0001920529
Black Heart White Soul, Ep. 4	PA0001920529
Black Heart White Soul, Ep. 10	PA0001920529
Black Heart White Soul, Ep. 15	PA0001920529
Black Heart White Soul, Ep. 25	PA0001920529
Black Heart White Soul, Ep. 30	PA0001920529
Bounty Lady, Ep. 1	PA0001890407
Bounty Lady, Ep. 5	PA0001890407
Bounty Lady, Ep. 10	PA0001890407
Bounty Lady, Ep. 15	PA0001890407
Bounty Lady, Ep. 19	PA0001890407
Brother's Keeper, Ep. 1	PA0001878628

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Brother's Keeper, Ep. 6	PA0001878628
Brother's Keeper, Ep. 10	PA0001878628
Brother's Keeper, Ep. 13	PA0001878628
Brother's Keeper, Ep. 18	PA0001878628
Brother's Keeper, Ep. 23	PA0001878628
Brother's Keeper, Ep. 30	PA0001878628
Brother's Keeper, Ep. 31	PA0001878628
Bullet Brain, Ep. 1	PA0001847052
Bullet Brain, Ep. 6	PA0001847052
Bullet Brain, Ep. 9	PA0001847052
Bullet Brain, Ep. 13	PA0001847052
Bullet Brain, Ep. 18	PA0001847052
Bullet Brain, Ep. 21	PA0001847052
Bullet Brain, Ep. 25	PA0001847052
Coffee Cat Mama, Ep. 1	PA0001910249
Coffee Cat Mama, Ep. 6	PA0001910249
Coffee Cat Mama, Ep. 11	PA0001910249
Coffee Cat Mama, Ep. 16	PA0001910249
Coffee Cat Mama, Ep. 20	PA0001910249
Come Home Love, Ep. 1	PA0001872347
Come Home Love, Ep. 31	PA0001872347
Come Home Love, Ep. 61	PA0001872347
Come Home Love, Ep. 91	PA0001872347
Come Home Love, Ep. 113	PA0001872347
Come Home Love, Ep. 121	PA0001872347
Come Home Love, Ep. 151	PA0001872347
Daddy Good Deeds, Ep. 1	PA0001857840
Daddy Good Deeds, Ep. 5	PA0001857840
Daddy Good Deeds, Ep. 10	PA0001857840
Daddy Good Deeds, Ep. 15	PA0001857840
Daddy Good Deeds, Ep. 20	PA0001857840

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Divas In Distress, Ep. 1	PA0001827059
Divas In Distress, Ep. 5	PA0001827059
Divas In Distress, Ep. 10	PA0001827059
Divas In Distress, Ep. 15	PA0001827059
Divas In Distress, Ep. 20	PA0001827059
Duke of Mount Deer, Ep. 1	PA0000923706
Duke of Mount Deer, Ep. 10	PA0000923706
Duke of Mount Deer, Ep. 14	PA0000923706
Duke of Mount Deer, Ep. 15	PA0000923706
Duke of Mount Deer, Ep. 22	PA0000923708
Duke of Mount Deer, Ep. 29	PA0000923708
Duke of Mount Deer, Ep. 30	PA0000923708
Duke of Mount Deer, Ep. 35	PA0000923708
Duke of Mount Deer, Ep. 40	PA0000923708
Duke of Mount Deer, Ep. 41	PA0000922071
Duke of Mount Deer, Ep. 45	PA0000922071
Friendly Fire, Ep. 1	PA0001840636
Friendly Fire, Ep. 6	PA0001840636
Friendly Fire, Ep. 10	PA0001840636
Friendly Fire, Ep. 15	PA0001840636
Friendly Fire, Ep. 19	PA0001840636
Friendly Fire, Ep. 24	PA0001840636
Ghetto Justice II, Ep. 1	PA0001827048
Ghetto Justice II, Ep. 6	PA0001827048
Ghetto Justice II, Ep. 11	PA0001827048
Ghetto Justice II, Ep. 15	PA0001827048
Ghetto Justice II, Ep. 20	PA0001827048
Ghost Dragon of Cold Mountain, Ep. 1	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 2	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 5	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 10	PA0001918949

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Ghost Dragon of Cold Mountain, Ep. 15	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 19	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 25	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 30	PA0001918949
Gilded Chopsticks, Ep. 1	PA0001906159
Gilded Chopsticks, Ep. 5	PA0001906159
Gilded Chopsticks, Ep. 10	PA0001906159
Gilded Chopsticks, Ep. 16	PA0001906159
Gilded Chopsticks, Ep. 20	PA0001906159
Gilded Chopsticks, Ep. 25	PA0001906159
Gloves Come Off, Ep. 1	PA0001857855
Gloves Come Off, Ep. 5	PA0001857855
Gloves Come Off, Ep. 10	PA0001857855
Gloves Come Off, Ep. 15	PA0001857855
Gloves Come Off, Ep. 20	PA0001857855
Gloves Come Off, Ep. 25	PA0001857855
Gods of Honour, Ep. 1	PA0001063318
Gods of Honour, Ep. 10	PA0001063318
Gods of Honour, Ep. 20	PA0001063318
Gods of Honour, Ep. 30	PA0001063319
Gods of Honour, Ep. 38	PA0001063319
Grace Under Fire, Ep. 1	PA0001776413
Grace Under Fire, Ep. 6	PA0001776413
Grace Under Fire, Ep. 12	PA0001776413
Grace Under Fire, Ep. 13	PA0001776413
Grace Under Fire, Ep. 18	PA0001776413
Grace Under Fire, Ep. 25	PA0001776413
Grace Under Fire, Ep. 32	PA0001776413
Heaven Sword and Dragon Sabre, Ep. 1	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 10	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 20	PA0001012498



<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Heaven Sword and Dragon Sabre, Ep. 30	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 31	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 41	PA0001012450
Highs and Lows, Ep. 1	PA0001840632
Highs and Lows, Ep. 5	PA0001840632
Highs and Lows, Ep. 10	PA0001840632
Highs and Lows, Ep. 15	PA0001840632
Highs and Lows, Ep. 20	PA0001840632
Highs and Lows, Ep. 26	PA0001840632
Highs and Lows, Ep. 29	PA0001840632
House of Harmony and Vengeance, Ep. 1	PA0001857846
House of Harmony and Vengeance, Ep. 6	PA0001857846
House of Harmony and Vengeance, Ep. 11	PA0001857846
House of Harmony and Vengeance, Ep. 16	PA0001857846
House of Harmony and Vengeance, Ep. 21	PA0001857846
House of Harmony and Vengeance, Ep. 26	PA0001857846
House of Harmony and Vengeance, Ep. 30	PA0001857846
Inbound Troubles, Ep. 1	PA0001848886
Inbound Troubles, Ep. 5	PA0001848886
Inbound Troubles, Ep. 10	PA0001848886
Inbound Troubles, Ep. 15	PA0001848886
Inbound Troubles, Ep. 20	PA0001848886
Karma Rider, Ep. 1	PA0001863828
Karma Rider, Ep. 6	PA0001863828
Karma Rider, Ep. 11	PA0001863828
Karma Rider, Ep. 15	PA0001863828
Karma Rider, Ep. 20	PA0001863828
King Maker, Ep. 1	PA0001827056
King Maker, Ep. 5	PA0001827056
King Maker, Ep. 10	PA0001827056
King Maker, Ep. 15	PA0001827056

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
King Maker, Ep. 20	PA0001827056
King Maker, Ep. 22	PA0001827056
King Maker, Ep. 26	PA0001827056
Man In Charge, Ep. 1	PA0001738145
Man In Charge, Ep. 9	PA0001738145
Man In Charge, Ep. 12	PA0001738145
Man In Charge, Ep. 19	PA0001738145
Man In Charge, Ep. 20	PA0001738145
Master of Play, Ep. 1	PA0001827046
Master of Play, Ep. 6	PA0001827046
Master of Play, Ep. 11	PA0001827046
Master of Play, Ep. 16	PA0001827046
Master of Play, Ep. 21	PA0001827046
Master of Play, Ep. 27	PA0001827046
Master of Play, Ep. 30	PA0001827046
Missing You, Ep. 1	PA0001840634
Missing You, Ep. 5	PA0001840634
Missing You, Ep. 10	PA0001840634
Missing You, Ep. 15	PA0001840634
Missing You, Ep. 20	PA0001840634
Never Dance Alone, Ep. 1	PA0001919570
Never Dance Alone, Ep. 5	PA0001919570
Never Dance Alone, Ep. 10	PA0001919570
Never Dance Alone, Ep. 14	PA0001919570
Never Dance Alone, Ep. 19	PA0001919570
Never Dance Alone, Ep. 25	PA0001919570
Never Dance Alone, Ep. 30	PA0001919570
No Good Either Way, Ep. 1	PA0001827058
No Good Either Way, Ep. 6	PA0001827058
No Good Either Way, Ep. 10	PA0001827058
No Good Either Way, Ep. 14	PA0001827058

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
No Good Either Way, Ep. 20	PA0001827058
Outbound Love, Ep. 1	PA0001891391
Outbound Love, Ep. 4	PA0001891391
Outbound Love, Ep. 8	PA0001891391
Outbound Love, Ep. 14	PA0001891391
Outbound Love, Ep. 18	PA0001891391
Outbound Love, Ep. 21	PA0001891391
Queen Divas, Ep. 1	PA0001894494
Queen Divas, Ep. 5	PA0001894494
Queen Divas, Ep. 9	PA0001894494
Queen Divas, Ep. 14	PA0001894494
Reality Check, Ep. 1	PA0001845356
Reality Check, Ep. 5	PA0001845356
Reality Check, Ep. 10	PA0001845356
Reality Check, Ep. 15	PA0001845356
Reality Check, Ep. 20	PA0001845356
Return of the Silver Tongue, Ep. 1	PA0001910251
Return of the Silver Tongue, Ep. 5	PA0001910251
Return of the Silver Tongue, Ep. 10	PA0001910251
Return of the Silver Tongue, Ep. 15	PA0001910251
Return of the Silver Tongue, Ep. 20	PA0001910251
Return of the Silver Tongue, Ep. 25	PA0001910251
Ruse of Engagement, Ep. 1	PA0001901753
Ruse of Engagement, Ep. 5	PA0001901753
Ruse of Engagement, Ep. 9	PA0001901753
Ruse of Engagement, Ep. 15	PA0001901753
Ruse of Engagement, Ep. 20	PA0001901753
Ruse of Engagement, Ep. 24	PA0001901753
Season of Love, Ep. 1	PA0001840377
Season of Love, Ep. 5	PA0001840377
Season of Love, Ep. 10	PA0001840377

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Season of Love, Ep. 15	PA0001840377
Season of Love, Ep. 20	PA0001840377
Sergeant Tabloid, Ep. 1	PA0001827198
Sergeant Tabloid, Ep. 6	PA0001827198
Sergeant Tabloid, Ep. 11	PA0001827198
Sergeant Tabloid, Ep. 15	PA0001827198
Sergeant Tabloid, Ep. 20	PA0001827198
Silver Spoon, Sterling Shackles, Ep. 1	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 4	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 8	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 13	PA0001840638
Silver Spoon, Sterling Shackles, Ep 18	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 22	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 27	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 33	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 40	PA0001840638
Slow Boat Home, Ep. 1	PA0001857765
Slow Boat Home, Ep. 6	PA0001857765
Slow Boat Home, Ep. 11	PA0001857765
Slow Boat Home, Ep. 15	PA0001857765
Slow Boat Home, Ep. 19	PA0001857765
Slow Boat Home, Ep. 23	PA0001857765
Slow Boat Home, Ep. 25	PA0001857765
Sniper Standoff, Ep. 1	PA0001881211
Sniper Standoff, Ep. 5	PA0001881211
Sniper Standoff, Ep. 10	PA0001881211
Sniper Standoff, Ep. 15	PA0001881211
Sniper Standoff, Ep. 20	PA0001881211
Sniper Standoff, Ep. 22	PA0001881211
Sniper Standoff, Ep. 25	PA0001881211
Storm in a Cocoon, Ep. 1	PA0001901640

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Storm in a Cocoon, Ep. 6	PA0001901640
Storm in a Cocoon, Ep. 10	PA0001901640
Storm in a Cocoon, Ep. 15	PA0001901640
Storm in a Cocoon, Ep. 19	PA0001901640
Storm in a Cocoon, Ep. 24	PA0001901640
Storm in a Cocoon, Ep. 29	PA0001901640
Storm in a Cocoon, Ep. 31	PA0001901640
Sweetness in the Salt, Ep. 1	PA0001660153
Sweetness in the Salt, Ep. 9	PA0001660153
Sweetness in the Salt, Ep. 13	PA0001660153
Sweetness in the Salt, Ep. 17	PA0001660153
Sweetness in the Salt, Ep. 21	PA0001727287
Sweetness in the Salt, Ep. 23	PA0001727287
Sweetness in the Salt, Ep. 25	PA0001727287
Swipe Tap Love, Ep. 1	PA0001900069
Swipe Tap Love, Ep. 5	PA0001900069
Swipe Tap Love, Ep. 10	PA0001900069
Swipe Tap Love, Ep. 14	PA0001900069
Swipe Tap Love, Ep. 20	PA0001900069
The Confidant, Ep. 1	PA0001840635
The Confidant, Ep. 6	PA0001840635
The Confidant, Ep. 11	PA0001840635
The Confidant, Ep. 17	PA0001840635
The Confidant, Ep. 22	PA0001840635
The Confidant, Ep. 28	PA0001840635
The Confidant, Ep. 33	PA0001840635
The Day of Days, Ep. 1	PA0001839833
The Day of Days, Ep. 5	PA0001839833
The Day of Days, Ep. 10	PA0001839833
The Day of Days, Ep. 15	PA0001839833
The Day of Days, Ep. 20	PA0001839833

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
The Four, Ep. 1	PA0001638548
The Four, Ep. 5	PA0001638548
The Four, Ep. 10	PA0001638548
The Four, Ep. 12	PA0001638548
The Four, Ep. 15	PA0001638548
The Four, Ep. 20	PA0001638548
The Four, Ep. 24	PA0001638550
The Four, Ep. 25	PA0001638550
The Greatness of A Hero, Ep. 1	PA0001660075
The Greatness of A Hero, Ep. 5	PA0001660075
The Greatness of A Hero, Ep. 10	PA0001660075
The Greatness of A Hero, Ep. 14	PA0001660075
The Greatness of A Hero, Ep. 20	PA0001660075
The Hippocratic Crush, Ep. 1	PA0001857863
The Hippocratic Crush, Ep. 6	PA0001857863
The Hippocratic Crush, Ep. 11	PA0001857863
The Hippocratic Crush, Ep. 16	PA0001857863
The Hippocratic Crush, Ep. 21	PA0001857863
The Hippocratic Crush, ep. 25	PA0001857863
The Hippocratic Crush II, Ep. 1	PA0001883626
The Hippocratic Crush II, Ep. 6	PA0001883626
The Hippocratic Crush II, Ep. 11	PA0001883626
The Hippocratic Crush II, Ep. 16	PA0001883626
The Hippocratic Crush II, Ep. 21	PA0001883626
The Hippocratic Crush II, Ep. 25	PA0001883626
The Hippocratic Crush II, Ep. 30	PA0001883626
The Last Steep Ascent, Ep. 1	PA0001827043
The Last Steep Ascent, Ep. 5	PA0001827043
The Last Steep Ascent, Ep. 12	PA0001827043
The Last Steep Ascent, Ep. 17	PA0001827043
The Last Steep Ascent, Ep. 20	PA0001827043

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
The Last Steep Ascent, Ep. 24	PA0001827043
The Master of Tai Chi, Ep. 1	PA0001619042
The Master of Tai Chi, Ep. 8	PA0001619042
The Master of Tai Chi, Ep. 16	PA0001619042
The Master of Tai Chi, Ep. 17	PA0001619042
The Master of Tai Chi, Ep. 23	PA0001619041
The Ultimate Addiction, Ep. 1	PA0001916638
The Ultimate Addiction, Ep. 6	PA0001916638
The Ultimate Addiction, Ep. 11	PA0001916638
The Ultimate Addiction, Ep. 15	PA0001916638
The Ultimate Addiction, Ep. 17	PA0001916638
The Ultimate Addiction, Ep. 22	PA0001916638
The Ultimate Addiction, Ep. 26	PA0001916638
The Ultimate Addiction, Ep. 30	PA0001916638
Three Kingdoms RPG, Ep. 1	PA0001827052
Three Kingdoms RPG, Ep. 5	PA0001827052
Three Kingdoms RPG, Ep. 9	PA0001827052
Three Kingdoms RPG, Ep. 13	PA0001827052
Three Kingdoms RPG, Ep. 18	PA0001827052
Three Kingdoms RPG, Ep. 21	PA0001827052
Three Kingdoms RPG, Ep. 24	PA0001827052
Tiger Cubs, Ep. 1	PA0001827044
Tiger Cubs, Ep. 5	PA0001827044
Tiger Cubs, Ep. 9	PA0001827044
Tiger Cubs, Ep. 13	PA0001827044
Triumph in The Skies II, Ep. 1	PA0001877655
Triumph in The Skies II, Ep. 7	PA0001877655
Triumph in The Skies II, Ep. 13	PA0001877655
Triumph in The Skies II, Ep. 19	PA0001877655
Triumph in The Skies II, Ep. 24	PA0001877655
Triumph in The Skies II, Ep. 29	PA0001877655



<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Triumph in The Skies II, Ep. 33	PA0001877655
Triumph in The Skies II, Ep. 39	PA0001877655
Triumph in The Skies II, Ep. 41	PA0001877655
Twin of Brothers, Ep. 1	PA0001242731
Twin of Brothers, Ep. 5	PA0001242731
Twin of Brothers, Ep. 10	PA0001242731
Twin of Brothers, Ep. 13	PA0001242731
Twin of Brothers, Ep. 18	PA0001242731
Twin of Brothers, Ep. 23	PA0001242730
Twin of Brothers, Ep. 25	PA0001242730
Twin of Brothers, Ep. 30	PA0001242730
Twin of Brothers, Ep. 35	PA0001242730
Twin of Brothers, Ep. 41	PA0001242739
Twin of Brothers, Ep. 42	PA0001242739
Whatever It Takes, Ep. 1	PA0001102787
Whatever It Takes, Ep. 7	PA0001102787
Whatever It Takes, Ep. 8	PA0001102787
Whatever It Takes, Ep. 14	PA0001102787
Whatever It Takes, Ep. 17	PA0001102787
Whatever It Takes, Ep. 20	PA0001102787
Will Power, Ep.1	PA0001884284
Will Power, Ep. 5	PA0001884284
Will Power, Ep. 11	PA0001884284
Will Power, Ep. 16	PA0001884284
Will Power, Ep. 21	PA0001884284
Will Power, Ep. 26	PA0001884284
Will Power, Ep. 31	PA0001884284
Witness Insecurity, Ep. 1	PA0001827051
Witness Insecurity, Ep. 5	PA0001827051
Witness Insecurity, Ep. 10	PA0001827051
Witness Insecurity, Ep. 14	PA0001827051

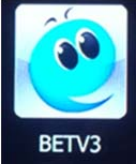


<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Witness Insecurity, Ep. 19	PA0001827051
Witness to a Prosecution, Ep. 1	PA0000980415
Witness to a Prosecution, Ep. 8	PA0000980415
Witness to a Prosecution, Ep. 15	PA0000980415
Witness to a Prosecution, Ep. 16	PA0000980415
Witness to a Prosecution, Ep. 22	PA0000980415

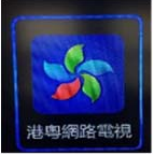



Registered CCTV Programs		
Title of Work and Episode Number	Date Broadcast	Copyright Registration Number
Across the Strait, Ep. 265	September 22, 2014	PAu 3-751-289
Across the Strait, Ep. 266	September 23, 2014	PAu 3-751-289
Across the Strait, Ep. 267	September 24, 2014	PAu 3-751-289
Across the Strait, Ep. 268	September 25, 2014	PAu 3-751-289
Across the Strait, Ep. 270	September 27, 2014	PAu 3-751-289
Across the Strait, Ep. 271	September 28, 2014	PAu 3-751-289
Across the Strait, Ep. 277	October 4, 2014	PAu 3-751-289
Across the Strait, Ep. 278	October 5, 2014	PAu 3-751-289
Around China, Ep. 265	September 22, 2014	PAu 3-751-288
Around China, Ep. 266	September 23, 2014	PAu 3-751-288
Around China, Ep. 267	September 24, 2014	PAu 3-751-288
Around China, Ep. 268	September 25, 2014	PAu 3-751-288
Around China, Ep. 270	September 27, 2014	PAu 3-751-288
Around China, Ep. 271	September 28, 2014	PAu 3-751-288
Around China, Ep. 277	October 4, 2014	PAu 3-751-288
Around China, Ep. 278	October 5, 2014	PAu 3-751-288
Art Life, Ep. 37	September 25, 2014	PAu 3-751-290
Art Life, Ep. 38	October 3, 2014	PAu 3-751-290
Echo Clear, Ep. 38	September 26, 2014	PAu 3-751-295
Echo Clear, Ep. 39	October 3, 2014	PAu 3-751-295
Echo Clear, Ep. 41	October 5, 2014	PAu 3-751-295
Fashion Infinite, Ep. 39	September 28, 2014	PAu 3-751-281
Fashion Infinite, Ep. 40	October 5, 2014	PAu 3-751-281
I want to go to the Spring Festival gala, Ep. 35	September 28, 2014	PAu 3-751-285
I want to go to the Spring Festival gala, Ep. 36	October 5, 2014	PAu 3-751-285
Star Walk, Ep. 31	September 25, 2014	PAu 3-751-292
Star Walk, Special 3	October 3, 2014	PAu 3-751-292
Star Walk, Special 4	October 4, 2014	PAu 3-751-292
To a happy departure, Ep. 37	September 22, 2014	PAu 3-746-792
Variety Festival, Ep. 36	September 23, 2014	PAu 3-751-293

## **EXHIBIT B**





**Exhibit B – Infringing TVpad Apps**

	<b>TVpad3</b>	<b>TVpad4</b>
<b>Infringing TVpad App and icon</b>	<b>Plaintiffs' Programming and Mode</b>	<b>Plaintiffs' Programming and Mode</b>
<p>BETV PLUS</p> 		<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live)</p>
<p>BETV_HD</p> 	<p>CCTV 1 HD (live), CCTV 5 HD (live)</p>	
<p>BETV II</p> 	<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV 5 (live &amp; replay live), CCTV 5+ (live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live), CCTV风云足球 (CCTV fengyun soccer) (live)</p>	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV 	CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云足球 (CCTV fengyun soccer) (all live)	
粵海時移 (Yue Hai Shi Yi) 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
粵海寬頻 (Yue Hai Kuan Pin) 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
粵海寬頻2 (Yue Hai Kuan Pin 2) 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
<p>港粵網絡電視 (Gang Yue Wang Luo Dian Shi)</p> 	<p>JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)</p> <p>TVB programs on demand</p>	<p>JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)</p> <p>TVB programs on demand</p>
<p>粵海直播 (Yue Hai Zhi Bo)</p> 	<p>iNews, J2, PEARL, JADE, JADE HD (live)</p>	
<p>516TV</p> 	<p>TVBS (live)</p>	
<p>516網路電視 (516 Online TV)</p> 	<p>CCTV4 (live)</p> <p>TVBS (live)</p>	<p>CCTV4 (live)</p> <p>TVBS (live)</p> <p>TVBS News (live)</p>



	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粤快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武侠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

## **EXHIBIT C**

**EXHIBIT C**

<b>Hosting Provider</b>	<b>Observed Server Location(s)</b>	<b>IP address or Domain Name</b>	<b>Type of Content Delivered</b>
<b>LIVE TV MODE VIDEO STREAMING SERVERS</b>			
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Cloudddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
Cloudddos Technology	San Jose, California	168.235.240.149	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.111	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.41	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.60	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.60	Streaming Video
Esited	Los Angeles, California	104.171.230.23	Streaming Video
Esited	Los Angeles, California	104.171.230.16	Streaming Video
Cloudddos Technology	San Jose, California	168.235.240.65	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.10	Streaming Video
ClearDDoS Technologies	Los Angeles, California	23.234.41.9	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
<b>TIME-SHIFTED MODE VIDEO STREAMING SERVERS</b>			
Cloudddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Cloudddos Technology	San Jose, California	168.235.240.149	Streaming Video
Los Angeles, California	Los Angeles, California	104.193.92.111	Streaming Video
Esited	Los Angeles, California	192.225.233.202	Streaming Video
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Enzu	Los Angeles, California	199.48.69.146	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
<b>REPLAY LIVE MODE VIDEO STREAMING SERVERS</b>			
Cloudddos Technology	San Jose, California	168.235.241.70	Streaming Video
Cloudddos Technology	San Jose, California	104.171.230.72	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.60	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.70	Streaming Video
Cloudddos Technology	San Jose, California	104.171.230.72	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
Cloudddos Technology	San Jose, California	104.171.230.72	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.60	Streaming Video

Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
<b>VOD MODE VIDEO STREAMING SERVERS</b>			
Cloudddos Technology	Los Angeles, California	104.171.230.72	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.60	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
Leaseweb	Manassas, Virginia	162.210.198.179	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
<b>TVPAD DNS LOOKUP SERVERS</b>			
Hostspace Networks Unicom	Los Angeles, California China	xz.boxepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Las Angeles, California	xzsec.boxepg.com	DNS Lookup TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	xzsec.padepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Los Angeles, California	xzsec.listebox.com	DNS Lookup TVpad Operational Content
<b>TVPAD AUTHENTICATION SERVERS</b>			
ClearDDoS Technologies	Los Angeles, California	stbepg.wsxlist.com	TVpad Authorization
ClearDDoS Technologies ClearDDoS Technologies	Hong Kong Los Angeles, California	stbepg.bmsftr.com	TVpad Authorization
<b>TVPAD STORE SERVERS</b>			
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	bi.wsxlist.com	TVpad Store Menus/Graphics
Datashack CloudDDOS	Kansas City, Missouri San Jose, California	cmsres.wsxlist.com	TVpad Store Menus/Graphics Infringing Apps
ClearDDoS Technologies	Los Angeles, California	bi4.wsxlist.com	TVpad 4 Store Menus/Graphics
<b>TVPAD OPERATIONAL SERVERS</b>			
Sharktech Hostspace Networks	Los Angeles, California	epg.qaxlist.com	TVpad Operational Content
ClearDDoS Technologies CloudDDOS	Hong Kong San Jose, California	sepg.qaxlist.com	TVpad Operational Content Infringing Apps' Program Guides
ClearDDoS Technologies	Newark, Delaware	hsp2p.sinohao.com	TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	jqkn.khjdaq.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zmrt.kda8ifdi.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zbuy.kda8ifdi.com	TVpad Operational Content
Hostspace Networks China Telecom	Los Angeles, California China	rtx.apljndc.net	TVpad Operational Content

Nobis Technology Nobis Technology	Los Angeles, California Phoenix, Arizona	tvepg.iyqwc.com	TVpad Operational Content
Enzu	Los Angeles, California	btvstb.xqlzoy.com	TVpad4 Operational Content
Protected by Cloudflare	Location unknown	ngdvc.gvplayer.com	TVpad4 Operational Content
Sharktech	Los Angeles, California	vnpcg.gvppp.com	TVpad4 Operational Content
Chinanet	China	ysxup.gvppp.com	TVpad4 Operational Content
ClearDDoS Technologies	Los Angeles, California	apspu.gvppp.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	hkok.rfvlist.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	public.gvppp.com	TVpad4 Operational Content
Sharktech CloudDDOS	Los Angeles, California San Jose, California	canpic.vdese.com	VOD Thumbnail graphics

**PROOF OF SERVICE BY FEDERAL EXPRESS**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Davis Wright Tremaine, LLP, Suite 2400, 865 South Figueroa Street, Los Angeles, California 90017-2566. I am familiar with the practice at my place of business for collection and processing of correspondence for overnight delivery by Federal Express. Such correspondence will be deposited with a facility regularly maintained by Federal Express for receipt on the next business day.

On June 1, 2015, I served the following document(s):

**PLAINTIFF'S NOTICE OF LODING PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND PROPOSED ORDER GRANTING PRELIMINARY INJUNCTION IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION** by placing a **true copy or original** in a separate envelope for each addressee named below, with the name and address of the person served shown on the envelope as follows:

SEE ATTACHED SERVICE LIST.

and by sealing the envelope and placing it for collection and delivery by Federal Express with delivery fees paid or provided for in accordance with ordinary business practices.

Executed on June 1, 2015, at Los Angeles, California.

☒ State I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

☐ Federal I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

**Tania M. Moore**  
Print Name

  
Signature

## SERVICE LIST

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